

## REQUEST FOR BIDS (RFB)

### APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR WITH A MINIMUM RATING OF CIDB 2 GB OR HIGHER FOR RESTORATION OF VARIOUS BUILDINGS ON THE MOWBRAY AND DISTRICT SIX CAMPUSES

<b>BID NUMBER: CPUT 65-66/19</b>
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<b>BID INVITATION DATE</b>	
INVITATION DATE:	<b>09 NOVEMBER 2019</b>

<b>COMPULSORY BRIEFING/ SITE BRIEFING SESSION</b>	
MEETING DATE:	<b>19 OCTOBER 2019</b>
MEETING TIME:	<b>11H00</b>
ADDRESS:	Council Chambers, 6th Floor, Administration Building, District Six Campus

<b>SUBMISSION INFORMATION</b>	
CLOSING DATE:	<b>28 NOVEMBER 2019</b>
CLOSING TIME:	<b>11H00</b>
ADDRESS:	Cape Peninsula University of Technology, Bellville Campus, Symphony Road Procurement Offices, Norman Building, <b>Bid Box in Procurement:</b> <b>Accessible during working hours:</b> <b>Between 08H30 -16H00</b>

**INVITATION TO BID**

The Cape Peninsula University of Technology invites suitably qualified contractors to submit bids for the following:

<b>Bid No.</b>	<b>Description</b>	<b>Compulsory briefing</b>	<b>Closing Date and Time</b>	<b>Submitted</b>
CPUT 65/19	Appointment of a suitably qualified contractor with a CIDB rating of 2 GB or higher for the restoration of a lecture theatre on the District Six Campus	19 November 2019 at 11:00, 6 <sup>th</sup> Floor, Ships Boardroom, Administration Building, District Six Campus  NB: Doors will be closed at 11:10 and no representative will be allowed to enter the venue once the doors are closed.	28 November 2019 at 11:00	
CPUT 66/19	Appointment of a suitably qualified contractor with a CIDB rating of 2 GB or higher for the restoration of a staff room on the Mowbray Campus	19 November 2019 at 11:00, 6th Floor, Ships Boardroom, Administration Building, District Six Campus  NB: Doors will be closed at 11:10 and no representative will be allowed to enter the venue once the doors are closed.	28 November 2019 at 11:00	

**Please make (tick) use of the last column to indicate the bid submitted.**

**QUANTITY SURVEYER CONSULTANT:**

Quantity Surveying Solution  
4th Floor De Waal house 172 Victoria  
Road Woodstock  
Cape Town  
7915

Tel: 021 448 4186

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**SECTION 1**  
**CONDITIONS OF BID**

<b>BIDDERS INFORMATION (KINDLY COMPLETE)</b>	
COMPANY NAME:	
CONTACT PERSON:	
DESIGNATION:	
PHYSICAL ADDRESS:	
OFFICE TELEPHONE NUMBER:	
CELL NUMBER:	
OFFICE FAX NUMBER:	
E-MAIL ADDRESS:	

<p>I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud.</p> <p>I agree to abide by all conditions of this Bid and certify that I am authorised to sign this Bid.</p>	<p>-----</p> <p><b>AUTHORISED SIGNATORY</b></p> <p>-----</p> <p><b>SURNAME AND FULL NAME/S</b></p> <p>-----</p> <p><b>DATE</b></p>
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<b>IMPORTANT INFORMATION - PLEASE TAKE NOTE:</b>
<ul style="list-style-type: none"> <li>• Procurement Office is only open Monday to Friday (08:30 am to 16:00 pm).</li> <li>• Bid Register in Procurement must be completed and signed upon submission.</li> <li>• Courier Services must be made aware of the <u>Bid Register</u> as well as the <u>Bid Number</u> and <u>your Company Name</u>.</li> <li>• Failure to sign the Bid Register can lead to disqualification.</li> <li>• The Bidder is responsible for ensuring the employees/courier service locates the Bid Box at Procurement for proper submission.</li> </ul>

## 1. REQUEST FOR BID SCHEDULE

Interested Bidders are hereby invited in the manner specified to submit to CPUT, goods and/or services specified in the RFB complying in all respects with the attached Instructions to Bidders.

The following information is specific to this RFB:

HEADING	CONTENT
<b><u>Compulsory Information Meeting</u></b>	<b>Refer to the Bid Cover</b>
<b>CPUT Representative/s to whom Written Enquiries must be Addressed</b>	<p>Name : Refiloe Mafatle</p> <p>E-Mail Address : <a href="mailto:MafatleR@cput.ac.za">MafatleR@cput.ac.za</a></p> <p>All Enquiries must be in Writing.</p> <p>Enquiries must be submitted up until <b>21 NOVEMBER 2019</b></p>
<b>Physical Address for Bid Submissions</b>	<p>Address : Cape Peninsula University of Technology Bellville Campus Symphony Road, Normans Building, Procurement <b>Bid Box: Procurement Offices</b> <i>(Bid Register to be signed on Submission)</i></p>
<b>PLEASE NOTE THE FOLLOWING:</b>	<ul style="list-style-type: none"> <li>• No faxed or e-mailed Bids will be accepted.</li> <li>• Multiple Bids from the same Bidder is not allowed.</li> </ul>
<b>Submission of Bid Documentation and Further Instructions</b>  <b>(Neglecting to follow these mandatory instructions will lead to disqualification)</b>	<p><b><u>2 (TWO) SEALED ENVELOPES</u> must be submitted as follows:</b></p> <ul style="list-style-type: none"> <li>• 1 (one) envelope/package with the <b><u>Original Technical Bid Document &amp; Two Copies</u></b> Clearly mark the envelope/package as follows: <ul style="list-style-type: none"> <li>• Original Bid Document;</li> <li>• Bid Number;</li> <li>• Bid Description;</li> <li>• Your Company Name.</li> <li>• Include Your Company Return Address.</li> </ul> </li> <li>• 1 (one) envelope with the <b><u>Original Pricing Schedule &amp; Two Copies</u></b></li> </ul>

	<p>Clearly mark the envelope as follows:</p> <ul style="list-style-type: none"> <li>• Original Pricing Schedule;</li> <li>• Bid Number;</li> <li>• Bid Description;</li> <li>• Your Company Name.</li> <li>• Include Your Company Return Address.</li> </ul>
<b>BID Document Fee</b>	<p>Is a Bid document fee payable? <b><u>YES</u></b></p> <p><b>R300.00 (three hundred rand)</b> inclusive of VAT.</p>
<b>CPUT's Banking Details for Payment of Bid Document Fee</b>	<p>Bank : ABSA Bank</p> <p>Branch Name : Cape town</p> <p>Account Name : Cape Peninsula University of Technology</p> <p>Account Number :01162510521</p> <p>Branch Code :632005</p> <p><b>Reference :Bid number &amp; (Your Company Name)</b></p>
<b>Details when Paying at CPUT's Cashier's for a Bid Document Fee</b>	<p>Cost Code &amp; : <b>0100/55056:</b></p> <p>Bid Reference : <b>Bid number</b></p> <p><b>&amp; (Your Company Name)</b></p>
<b>Grounds on which Bids may be Disqualified</b>	<p>Instructions to Bidders for basic grounds set out on the Automatic Disqualification.</p>
<b>Mandatory Documents to be Submitted together with the Bid</b>	<p>See Mandatory Documentation/Requirements schedule.</p>
<b>Criteria for Evaluation of Bids on Functionality and Weight of each Criteria</b>	<p>See Functionality Criteria (refer to applicable schedule).</p>
<b>Contract Type</b>	<p>JBCC Minor Works Agreement Edition 5.2 May 2018</p>
<b>Payment Terms (after project completion/delivery)</b>	<p>30 (thirty) days after Statement Date.</p>
<b>Period of Bids Validity after Submission</b>	<p>120 (ninety) days from the Closing Date of Bid Submission.</p>



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For **Cape Peninsula University of Technology** who hereby warrants that s(he) is duly authorised to sign this RFB on its behalf

Full Name(s) .....

Designation .....

## 2. INSTRUCTIONS TO BIDDERS

### 2.1 DEFINITIONS AND INTERPRETATION

In this RFB and its component documents (other than Terms and Conditions) the following terms will have the following meanings assigned to them, unless the context indicates otherwise:

- 2.1.1 **Bidder/Bidder(s)** – means all persons/companies participating in this RFB process and/or submitting Bids;
- 2.1.2 **Bid(s)** – means a Bidder's/Bidder's submission to CPUT offering to supply the CPUT Department with the Goods/Services;
- 2.1.3 **CIPC** – means the Companies and Intellectual Property Commission;
- 2.1.4 **Closing Date and Time** – the closing date and time for submission of a Bid, specified in the Bid Request Schedule or on the front cover of this RFB;
- 2.1.5 **Contract** – means any contract flowing from this RFB between CPUT and a successful Bidder for the supply of the Goods/Services;
- 2.1.6 **JBCC** - The JBCC Minor Works Agreement Edition 5.2 May 2018, amended as prepared by the Joint Building Contracts Committee shall be the applicable building agreement;
- 2.1.7 **Date of Issue of RFB** – means the date of issue of this RFB by CPUT specified in the Bid Request Schedule or on the front cover of this RFB;
- 2.1.8 **Goods/Services** – means the merchandise, products, goods, works and/or services described in the Bid Request Schedule and – Scope of Supply and Specifications, or elsewhere in this RFB;
- 2.1.9 **Interested Party (ies)** – means any firm(s) who has/have attended the compulsory information session and submitted a proposal.
- 2.1.10 **Mandatory Documents** – the mandatory documents referred to in the Bid Request Schedule to be submitted by Bidders as part of their respective Bids;
- 2.1.11 **Procurement Department** – means the department within the Finance Division of CPUT which generally deals with the procurement of Goods/Services on behalf of CPUT Departments;
- 2.1.12 **Procurement Policy** – means the Procurement Policy that Council approved of CPUT governing, the procurement of Goods/Services;
- 2.1.13 **Related Person** – means, relative to a specified person, a related or inter-related person as defined by sections 1 and 2(1) of the Companies Act 2010;
- 2.1.14 **RFB/Bid** – means this Request for Bids including all of its component parts, schedules and annexures;
- 2.1.15 **RFB/Bid Reference Number** – means the Request for Proposal Reference Number specified in the Bid Request Schedule or on the cover page of this RFB;
- 2.1.16 **RFB Short Title** – means the Bid Short Title specified in the Bid Request Schedule or on the cover page of this RFB;

- 2.1.17 Verification Documents** – means the documentation to be submitted by a Bidder in order to verify each criterion, specified in this RFB;
- 2.1.18 CPUT** – means the Cape Peninsula University of Technology, a higher education institution in terms of the Higher Education Act;
- 2.1.19 CPUT Department** – means a department, faculty, division, centre, unit, institute, club or society of CPUT;
- 2.1.20 CPUT Representative** – means the duly appointed representative of CPUT for the purposes of this RFB, specified in the Bid Proposal Schedule;
- 2.1.21** Where CPUT and the Bidders' interpretation of the document differ, CPUT's interpretation will prevail.

## **2.2 PURPOSE AND OBJECTIVE OF RFB**

The purpose of this RFB is to reach the wider supply market in the procurement of goods and services in the collection of goods cost, pricing and general information on your business in order to determine the Bidder/s who are most capable of supplying the service to CPUT.

## **2.3 INTRODUCTION AND APPLICATION**

The CPUT Department specified in the attached Bid Request Schedule is considering the procurement of the Goods/Services.

This RFB, comprising the documents specified in the Bid Request Schedule, has accordingly been issued by the Procurement Department under the RFB Number and Bid Short Title on the Date of Issue of RFB.

The purpose of these instructions is to inform prospective Bidders of the terms and conditions which will apply to the submission of Bids for the supply of the Goods/Services.

By participating in this RFB process and/or submitting a Bid, all Bidders undertake to be bound by the terms and conditions of this RFB.

Each Bidder will submit a Bid which conforms in all respects with this RFB. Bidders which submit responses to the RFB will be deemed to have accepted, and wilfully comply with all the terms and conditions.

The Bid must be signed by a person fully authorised to commit the Bidder to the terms and conditions set out in this RFB. CPUT is entitled to assume that there is full authority in the signatory of the Bid.

**MANDATORY DOCUMENT REQUIREMENTS AND CHECKLIST:**

**Please complete the following checklist to reflect which documents have been submitted. Make sure that the relevant documents are included and referenced properly. Please attach certified copies unless otherwise stated in the checklist.**

**Make sure that the Annexure and Page Number column is completed and references the exact Annexure/Page Number specified in your submitted bid document.**

	<b>DESCRIPTION OF REQUIREMENT (documents must be in the same order and referenced against applicable number as in this checklist)</b>	<b>Please <input type="checkbox"/> where Applicable</b>
1.	Bidders Information	
2.	Duly completed original bid document and two copies	
3.	Proof of payment for the non-refundable bid document fee	
4.	Attendance of a compulsory briefing/clarification meeting. Attendance register will serve as the reference document to confirm attendance.	
5.	Valid proof of the contractor grading designation of 2GB or higher (certificate or screen short).	
6.	CIPC Registration Document for Companies and CCs Letter from a registered accountant for all other entities confirming entity type.	
7.	Valid letter of good standing for building works (FEM) (RAM)	
8.	Valid Tax Clearance Certificate  It is an absolute requirement that the taxes of the successful Respondent ARE in order, or that a suitable arrangement has been made with SARS to satisfy them. Written proof from SARS in respect of this arrangement to be provided in the absence of a valid tax clearance certificate.  The Tax Clearance Certificate relating to the BID must be valid at the time of submission.  Each party to a Consortium / Joint Venture / Sub contractor must provide a separate valid Tax Clearance Certificate.	
9.	Organisation Contactable References  Provide two (2) references for completed projects in the past three (3) years of similar nature and scope (each project must be of a value of minimum of R500 000 or higher in building refurbishment). The projects details must be provided in table below in this schedule. Any information that is not provided in the table will lead to the contractor to be disqualified. The contact information of referee must be either a Client, Principal Agent, or Project Manager for the completed work.  It should be noted that the contractor must ensure that the referees they have enlisted below are contactable and will give a positive reference. For if the referee is not reachable it will be taken as a negative reference, and any negative references will lead to disqualification.	

**\* This table must read in conjunction with Schedule 1 to Schedule 7.**

I/ We hereby acknowledge my/ our understanding that failure to submit all the documents listed above, renders my/ our submission incomplete. As a result, my/ our submission will be disqualified and not considered any further in the bid process.

NAME:.....DATE:.....

SIGNATURE:.....

## **2.4 EVALUATION CRITERIA**

### **2.4.1 TOTAL COST**

“Total Costs” will be an important parameter for Bidder assessment.

“Total Costs” is defined as follows:

- “Total Costs” means the sum of all direct and indirect costs associated with the purchase of the goods incurred by CPUT, including but not limited to the invoice price, goods life, service costs, distribution costs, transaction costs, inventory costs, purchasing administration costs and other costs incurred with the use of the goods provided by the Bidder.

### **2.4.2 Bidders are expected to provide highly competitive costs.**

## **2.5 BIDDER CAPABILITY**

CPUT will make an assessment of Bidder/s capability on the basis and information provided by Bidders in response to this RFB.

## **2.6 EMPOWERMENT/SOCIAL RESPONSIBILITY**

CPUT is serious in its commitment to the previously disadvantaged groups and will expect selected Bidders to demonstrate that they share that commitment.

## **2.7 GUIDELINES FOR SUBMISSION OF PROPOSAL**

### **2.7.1 ACCEPTANCE OF PROPOSAL AT CPUT DISCRETION**

CPUT reserves the right, exercisable at its sole discretion, to review, evaluate and dispose of any Bid as it sees fit. Nothing stated in this RFB (whether express or implied) binds or obligates CPUT to accept the lowest of any price contained in the Bid or to accept any Bid.

Bidders or their representatives can expect to discuss the details of their Bid during the evaluation process. CPUT reserves the right to negotiate specific terms with the preferred Bidders prior to the award of a final contract (if any).

### **2.7.2 CONFORMANCE**

All Bids must conform to each of the requirements set out in this RFB. Non-conforming Bids will not be considered.

### **2.7.3 SUBMISSION VALIDITY**

Each Bid submitted by a Bidder must remain valid for a period of **120 (one hundred and twenty) days** from the required date of submission.

## **2.8 BID DOCUMENTATION**

### **2.8.1 ADDITIONAL BIDDER INFORMATION**

CPUT may request additional data, discussions or presentations in support of responses to the RFB.

Additionally, CPUT may conduct a survey of any Bidder under consideration to confirm or clarify any information provided (including pricing) or to collect more evidence of managerial, financial and technical abilities, including but not limited to, meetings and visits to current customers served by the Bidder.

## **2.8.2 SUBMISSION OF BID DOCUMENTATION**

Each Bidder will in all material respects fully complete, sign and submit all the prescribed forms of this RFB, and all mandatory supporting documentation required in terms of this RFB.

The Bid must be completed and submitted in the English language.

Submission of Bid Documentation as prescribed in the Request for Bid Schedule under the Heading "Submission of Bid Documentation and Further Instructions" must be followed. Disregarding these instructions will lead to disqualification.

The "Original" Bid documentation and Pricing Schedule must be submitted into the official Bid Box located in Procurement Department during office hours only:

Cape Peninsula University of Technology  
Bellville Campus  
Symphony Road,  
**Bid Box Located at:**  
Procurement Department

The Bid Register must be completed on submission of bid documentations.

## **2.8.3 JOINT VENTURE/CONSORTIUM SUBMISSIONS**

Submission of documentation must include a copy of the legal Joint Venture/Consortium agreement. Furthermore, mandatory documentation and requirements must be submitted for each partner/business forming part of the Joint Venture/Consortium.

## **2.9 COMPULSORY INFORMATION MEETING (WHERE APPLICABLE)**

- 2.9.1 If it is indicated in the Bid Request Schedule that an information meeting is to be held, the provisions of this clause will apply.
- 2.9.2 The CPUT Representative (or his/her delegate) will meet prospective Bidders at the address, on the date and at the time specified in the Bid Request Schedule, in order to brief the Bidders with regards to this RFB and/or for provision of any further information.
- 2.9.3 Attendance by all Bidders at the **information meeting is compulsory (where applicable)**.
- 2.9.4 The Bidder, or its representative(s), will be required to sign an attendance register on the date of the meeting, as proof of attendance.
- 2.9.5 CPUT reserves the right to limit the numbers of representatives from each Bidder.
- 2.9.6 Bidders, or their representatives, attend the information meeting at their own risk and CPUT will not be liable for any loss, damage or injury incurred or suffered by Bidders or their representatives.
- 2.9.7 Failure to attend the Compulsory Information Meeting will result in the disqualification of a Bidder.

## **2.10 BIDDERS' CODE OF CONDUCT**

In the compilation and submission of Bids and in all matters arising out of or in connection with their participation in this RFB process, each Bidder agrees and undertakes:

- 2.10.1 to act fairly, reasonably, ethically and in good faith;

- 2.10.2 To comply with all applicable laws including without limitation the Prevention and Combating of Corrupt Activities Act, the Competition Act and the Prevention of Organised Crime Act;
- 2.10.3 not to (and to procure and ensure that its officers, employees, representatives, associates, relatives and agents do not) directly or indirectly approach or influence any officer or employee of CPUT, or any procurement agent or consultant appointed by CPUT, with a view to obtaining an unfair advantage for such Bidder's Bid, or attempt to influence the Bid adjudication process by means of any threat, gift or privilege;
- 2.10.4 Not to request or attempt to obtain any information about competing Bids or the RFB process that would give it an unfair advantage over other Bidders;
- 2.10.5 Not to share Bid information with other Bidders or potential Bidders or third parties, or to collude with other Bidders or potential Bidders;
- 2.10.6 Prior to or as part of its Bid submission to disclose in writing to CPUT any conflicts of interest or duty or potential conflicts of interest or duty including:
- Any interest which any officer, employee, consultant or adviser of CPUT (or their respective spouses, children, siblings or parents) may have in the Bidder or a Related Person;
  - The details of any Related Person of the Bidder in the employ of CPUT or engaged by CPUT in an advisory capacity.
- 2.10.7 For the duration of the RFB process until Contract award, not to communicate with any employee, officer or procurement agent of CPUT on any matter relating to this RFB except with or through the CPUT Representative unless such communication involves a complaint about such representative.
- 2.10.8 To report in writing to the CPUT representative/EMC any of the following misconduct by any employee, officer or procurement agent of CPUT or any Bidder relating to the RFB process:
- Any contravention of the Prevention and Combating of Corrupt Activities Act or similar law;
  - The solicitation or extortion of any bribe, gift, privilege or advantage for the benefit of any person;
  - The leaking of confidential information by any CPUT employee or other person relating to any aspect of this RFB including any competing Bids or the evaluation of Bids, prior to the award of any Contract; and
  - Any conflict of interest or duty.

## **2.11 REJECTION OF BIDS AND DISQUALIFICATION**

The following will be rejected:

- 2.11.1 Any Bid which has not been duly delivered and received at the Bid Box and Physical Address by the Closing Date and Time;
- 2.11.2 Any Bid (including Courier Service deliveries) not completed and signed on a submission in the Bid Register at Procurement Offices;

- 2.11.3 Any Bid envelope which is not correctly and fully completed with the mandatory information as stipulated in the Request for Bid Schedule under the Heading "Submission of Bid Documentation and Further Instructions";
- 2.11.4 Any modification or correction to any Bid which has not been delivered and received at the Bid Box on the Physical Address by the Closing Date and Time or, in any case where CPUT has issued an Addendum to this RFB, by the date and time specified for any Bid changes;
- 2.11.5 Any Bid where the Bidder's Certificate of Independent Bid Determination (4) of this RFB is found not to be true or is incomplete in any respect;
- 2.11.6 The following Bids are liable to be disqualified by CPUT:
- Any Bid which is unsigned, incomplete or otherwise does not comply with this RFB;
  - Any Bid which omits any Mandatory Document/Requirements and/or any Functionality Criteria, and no or insufficient explanation has been provided in the Bid documents;
  - Where a Bidder is required to pay a Bid document fee and such fee has not been paid in the manner prescribed by that clause by the Closing Date and Time;
  - Any Bid submitted by any person who CPUT has resolved not to conduct business with due to present or past breaches of contract, default, misconduct, irregularities or poor performance by a Bidder or by any Related Person, or on other reasonable grounds;
  - A Bid where the Bidder or any Related Person has, or would have, a conflict of interest or duty regarding the performance of any resulting contract for the supply of the Goods/Services;
  - The Bid of any Bidder found to have contravened the Bidders' Code of Conduct;
  - The Bid of any Bidder who did not attend a compulsory information meeting;
  - Any other Bid which contravenes the additional grounds on which a Bid may be disqualified, specified in the Bid Request Schedule.

## **2.12 PRICE INSTRUCTIONS**

- 2.12.1 Bidders will complete the BOQ/Pricing Schedule and submit it separate to the Bid as per instructions.
- 2.12.2 The responses must remain in the format outlined in the instructions which contain the requirements and costing information.
- 2.12.3 Bidders will give a breakdown of the BOQ/Bid price showing the basic price and Value Added Tax ("VAT") separately, failing which the Bid will be deemed to be inclusive of VAT which will be payable by the Purchaser subject to the receipt of a VAT invoice.
- 2.12.4 CPUT reserves the right to split and award the Bid to more than 1 (one) Bidder if it so desire.
- 2.12.5 Inclusive of all associated costs and taxes, including insurance, charges for packaging, carriage, delivery to the premises, handling fees, toll fees, permits, all duties, licences and other related charges payable in respect of the goods from time to time.



## **2.13 COSTS**

CPUT is not responsible for any costs (whether direct or indirect) incurred by a Bidder in preparing and/or submitting a bid or otherwise responding to this RFB or in any subsequent discussions or negotiations. All parties and participants must bear their own costs.

## **2.14 ADDITIONAL BIDDER INFORMATION**

CPUT may request additional data, discussions or presentations in support of responses to this RFB. Additionally, CPUT may conduct a survey of any Bidder under consideration to confirm or clarify any information provided (including pricing) or to collect more evidence of managerial, financial and technical abilities, including but not limited to, meetings and visits to current customers served by the Bidder.

## **2.15 BID/ BID PROCEDURE AND INSTRUCTIONS**

- 2.15.1 The Bidder must examine all parts of the Bid documentation including all Annexures (“the Bid documentation”).
- 2.15.2 CONFIDENTIALITY: All information detailed in this Bid Document is proprietary in nature and not to be divulged without written permission from Cape Peninsula University of Technology. By the same token, Cape Peninsula University of Technology will not divulge any information without the written permission of the Service Provider.
- 2.15.3 The delivery of one complete signed copy of the Bid documentation, of which each page must be initialled in full by the Service provider and also signed in full in the spaces as provided for.
- 2.15.4 VALIDITY: The Bid offer must be VAT inclusive and valid for a period of one hundred and twenty (120) days from the closing date.
- 2.15.5 The Cape Peninsula University of Technology retains the right to award or refuse Bids in its sole discretion and the lowest or any other Bids shall not necessarily be accepted. No late Bid will be taken into consideration.
- 2.15.6 All Bidders will be required to complete a vendor information form detailing the organization’s complete profile for registration on CPUT Vendor list.
- 2.15.7 All Service providers shall be advised in writing either that their Bid has been accepted or declined, as the case may be, within a period of ninety (90) days or such extended period of time as indicated by the Cape Peninsula University of Technology to the Service provider, from the closing date of this Bid.
- 2.15.8 PAYMENTS: CPUT will pay the Company the Fee as set out in the final contract. No additional amounts will be payable by CPUT to the Service Provider.

The Company shall from time to time during the duration of the contract, invoice CPUT for the services rendered which will be paid 30 days after receipt of an acceptable valid statement. No payment will be made to the Company unless an invoice complying with the section 20 of VAT Act No.89 of 1991 has been submitted to CPUT.

- 2.15.9 The Cape Peninsula University of Technology may, before the acceptance of any Bid, determine that further terms and conditions be added to the Bid documentation which will be deemed for all purposes to form part of the Bid documentation, and should the Cape Peninsula University of Technology not reach agreement with a preferential Service provider with regard to further terms and conditions, then the Cape Peninsula University of Technology retains the right not to award the Bid to such preferential Service provider and to identify any of the other Service Providers as

preferential Service Provider and to negotiate with other Service Providers with a view to awarding the Bid, whether as explained in the Bid documentation, or with the inclusion of any further Bid conditions in the sole discretion of the Cape Peninsula University of Technology as agreed upon with such Service Provider.

2.15.10 All enquiries with regard to the Bid in terms of the Bid documentation must be addressed to the contact details as set out on the first page of this Bid document.

## **2.16 NEGOTIATIONS**

On receipt of Bid/s from Bidders, CPUT proposes to evaluate those responses based on the requirements.

Negotiations will be conducted with a reduced number of selected Bidders which may lead to one or more contracts for the supply of the service.

CPUT reserves the right to vary, at its sole discretion, this negotiation plan at any time and does not make any undertakings in relation to entering into any contracts for the supply of goods/services.

## **2.17 SPECIAL CONDITION OF CONTRACT**

### **2.17.1 CONTRACT COMPLETION PERIOD**

The contract completion period of this project will be two (02) months.

### **2.17.2 QUANTITY REQUIRED & PRICING**

CPUT (Cape Peninsula University of Technology) reserves the right to adjust the quantity required prior to, during or after the Bid process.

If deemed necessary, CPUT (Cape Peninsula University of Technology) reserves the right to split the Bid between more than 1 (one) Bidder to ensure competitive pricing and accurately supplied specifications.

### **2.17.3 JBCC CONTRACT**

The successful Bidder will be required to sign the JBCC agreement as per the Construction Industry requirements with the Institution prior to the commencement of the Project.

### **2.17.4 STANDARDS**

The service/s supplied will conform to the standards mentioned in the RFB Bid documents and specifications.

### **2.17.5 DELIVERY AND DOCUMENTS**

Delivery of the service will be made by the Bidder to the Institution in accordance with the terms specified in the RFB document.

The documents to be furnished by the Bidder to the Institution are as follows:

- Bidder's invoice/completion certificate showing goods/service description, quantity, unit price and total amount.
- Inspection certificate, issued by the nominated inspection agency and the Bidder's factory inspection report.

### **2.17.6 SUPPLY, INSTALLATION AND COMMISSIONING**

The Bidder will be responsible to supply, install and commission the item to the institution at no cost to the University.

**2.17.7 INSURANCE**

The goods supplied under the contract will be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery by the Bidder.

**2.17.8 INVITATION TO BID**

The Service provider/ bidders herewith, by the delivery of the originally signed bid documentation, as contemplated in the RFB for the provision of goods or services to the Cape Peninsula University of Technology, as defined in the Bid documentation, and further read with all the bid documentation (“the RFB documentation”) and its annexures as listed in the RFB table of contents.

**3. SCOPE OF WORK/ SUPPLY/SPECIFICATIONS**

**3.1 SPECIFICATIONS**

**3.1.1 CPUT’S OBJECTIVES**

CPUT seeks to appoint a suitably qualified contractor for the restoration of lecture theatre 3 in Electrical Building at District Six Campus

**3.1.2 SPECIFICATIONS**

The Bidder will be responsible for submitting confirmation (if requested) regarding existing or previous contracts which are or were valid. An official letter, on an official letterhead from the Client confirming contract periods will be acceptable.

**SPECIFICATIONS OR SCOPE OF WORKS FOR THIS PROJECT IS INCLUDED AS SECTIONS/ANNEXURES TO THIS RFB DOCUMENT.**

<b>DESCRIPTION</b>
<b>SECTION 08 – SCOPE OF WORKS</b>
<b>SECTION 09 – SITE INFORMATION</b>
<b>ANNEXURE A – PRELIMINARIES AND BILLS OF QUANTITIES</b>
<b>ANNEXURE B - FINAL GENERAL PRELIMNARIES</b>
<b>ANNEXURE C – OCCUPATIONAL HEALTH &amp; SAFETY SPECIFICATION</b>

#### 4. EVALUATION PROCESS

##### 4.1 PRE-QUALIFICATION/MANDATORY CRITERIA – CHECKING OF DOCUMENTS

- 4.1.1 CPUT has defined a three (03) stage bid evaluation criteria with the minimum pre-qualification/mandatory criteria included in the RFB that must be met by the Bidder in order for CPUT to accept an offer for evaluation.
- 4.1.2 The pre-qualification evaluation will be carried out by CPUT to determine which Bidders responses are compliant or non-compliant with the bid specifications/requirements issued.
- 4.1.3 Where there is failure to comply with the pre-qualification/mandatory criteria and/or CPUT is for any reason unable to verify whether the pre-qualification criteria are fully complied with, the proposal will be disqualified.
- 4.1.4 No points allocated for mandatory documents/mandatory requirements. **Bidders not meeting these mandatory documents/mandatory requirements will be disqualified from the bidding process.**

##### 4.2 FUNCTIONALITY (ENVELOPE 1)

###### 4.2.1 **The minimum qualifying score for functionality is 70 points.**

Bidders must obtain 70 points or more to qualify for further evaluation in terms of Price and BBEE evaluation.

##### 4.3 80/20 PREFERENCE POINT SYSTEM (ENVELOPE 2)

- 4.3.1 **Bids will be evaluated on the 80/20 preference** points scoring system: that is, 80 of the points awarded will be based on price, as indicated in the table below; and 20 of the points awarded will be based on B-BBEE codes system.
- 4.3.2 CPUT may request additional information, clarification or verification in respect of any information contained in or omitted from a Bidder's Bid. This information will be requested in writing.
- 4.3.3 CPUT may conduct a due diligence on any Bidder, which may include interviewing customer references or other activities to verify a Bidder's or other information and capabilities (including visiting the Bidder's various premises and/or sites to verify certain stated information or assumptions) and in these instances the Bidders will be obliged to provide CPUT with all necessary access, assistance and/or information which CPUT may reasonably request.

##### **PRICE (80) AND B-BBEE (20) POINTS CRITERIA**

<b>POINTS</b>	<b>CRITERIA</b>	<b>DOCUMENTS REQUIRED</b>
<b>80</b>	<b>Price</b> Points for price will be allocated in accordance with the formula.	Price schedule to be completed.
<b>20</b>	<b>B-BBEE</b> Points on B-BBEE will be allocated in accordance with the Bidders B-BBEE status.	Valid B-BBEE Certificate from SANAS, an accredited verification agency (including assessment report) or an Affidavit as per BBEE Amendment.

**4.4****B-BBEE SCORE CARD**

<b>B-BBEE CONTRIBUTION LEVEL</b>	<b>POINTS</b>
Level 1	20
Level 2	18
Level 3	16
Level 4	12
Level 5	8
Level 6	6
Level 7	4
Level 8	1
Lower than Level 8	0

**4.4.1** Failure to submit a BEE Certificate will result in a zero-point allocation as far as BEE rating is concerned.

**SECTION 2**  
**RETURNABLE DOCUMENTS**

## **CONTENT FOR LIST OF RETURNABLE DOCUMENTS**

The bidder must complete the following returnable documents: Returnable Schedules required only for Bid evaluation purposes

### **1.1 PHASE 01 – MANDATORY ADMINISTRATIVE CRITERIA (ENVELOPE 1)**

1.1.1	Bidders Information	(Page 05)
1.1.2	Duly completed original bid document and two copies	(Page 11)
1.1.3	Schedule 01 - Proof of Payment	(Page 23)
1.1.4	Schedule 02 – Site Inspection Register	(Page 24)
1.1.5	Schedule 03 - CIDB with the minimum grading of 2 GBPE	(Page 25)
1.1.6	Schedule 04 – Company Registration	(Page 26)
1.1.7	Schedule 05 - Valid letter of good standing for building works (FEM) (RAM)	(Page 27)
1.1.8	Schedule 06 - Bidders must produce a valid Tax Clearance Certificate	(Page 28)
1.1.9	Schedule 07 – Reference Letters from Customers of Completed Projects	(Page 29)

### **1.2 PHASE 02 – FUNCTIONALITY (ENVELOPE 1)**

1.2.1	Schedule 09 - Company Resources and Key team members	(Page 31)
1.2.2	Schedule 10 - Work Plan and Proposed Methodology	(Page 32)
1.2.3	Schedule 15 - Details of bidders nearest office (Western Cape)	(Page 42)

### **1.3 PHASE 03 – PRICE AND BBBEE SCORING (ENVELOPE 2)**

1.3.1	Schedule 11 - BBBEE Certificate	(Page 34)
1.3.2	Schedule 21 – Form of Bid	(Page 49)
1.3.3	Section 03 - Form of Offer & Acceptance	
1.3.4	Section 05 - Contract Data	
1.3.5	Section 08 - Priced Bills of Quantities	

### **1.4 OTHER DOCUMENTS FOR BID EVALUATION (ENVELOPE 2)**

1.4.1	Schedule 08 - Proposed Warranty/Guarantee	(Page 30)
1.4.2	Schedule 12 - Contract Offer	(Page 35)
1.4.3	Schedule 13 - Declaration of Interest	(Page 36)
1.4.4	Schedule 14 - Certification of Independent Bid Determination	(Page 38)
1.4.5	Schedule 16 - Appointment of CPUT Student (Training and Internship)	(Page 43)
1.4.6	Schedule 17 - Record of Addenda to Bid Documents	(Page 44)
1.4.7	Schedule 18 - Proposed Amendments and Qualifications	(Page 45)
1.4.8	Schedule 19 - Form of Indemnity (Design Responsibility for specialist work)	(Page 46)
1.4.9	Schedule 20 - Declaration of Cost Control	(Page 48)
1.4.10	Section 06 - Occupational Health & Safety Agreement	
1.4.11	Schedule 22 - Returnable Checklist	(Page 49)

**SCHEDULE 01 – PROOF OF PAYMENT**

The bidder shall provide a printed copy of the proof of payment in terms of the bid document fee (see page 07) in terms of payment information.

SIGNED ON BEHALF OF BIDDER: .....



**SCHEDULE 02 – SITE INSPECTION REGISTER**

At the Bid briefing an attendance register will be made available (i.e. circulated) to attendees to complete accurately in terms of the information required. The responsibility remains with the bidder to ensure completion of the list as under no circumstance will this be updated after the briefing session and will serve as the reference document to confirm attendance. No other proof or advisement of attendance will be accepted.

Non completion of the attendance register will be deemed to be non-attendance to the compulsory briefing session

SIGNED ON BEHALF OF BIDDER: .....

**SCHEDULE 03 – PROOF OF REGISTRATION TO THE CIDB**

Proof of registration to the Construction Development Industry Board (CIDB) or a screenshot of the CIDB grading is sufficient in the absence of a copy of the certificate attached to this Schedule.

Minimum requirement 2 GB

Each party to a Consortium/Joint Venture shall submit a separate CIDB Certificate.

SIGNED ON BEHALF OF BIDDER: .....

**SCHEDULE 04 – COMPANY REGISTRATION**

The bidder / bidder shall provide a printed copy of the Company Registration details/ information.

SIGNED ON BEHALF OF BIDDER: .....

**SCHEDULE 05 – LETTER OF GOOD STANDING (FEM) RAM FOR GENERAL BUILDERS WORK**

A valid letter of good standing for general building works as issued by the Department of Labour or the Federated Employers' Mutual Assurance Company (FEM) RAM document.

The bidders need to be registered and in good standing with a compensation insurer who is approved by the Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

SIGNED ON BEHALF OF BIDDER: .....

**SCHEDULE 06 – VALID TAX CLEARANCE CERTIFICATE**

A valid Tax Clearance Certificate from the South African Revenue Services (SARS) shall be attached to this Schedule.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

SIGNED ON BEHALF OF BIDDER: .....

**SCHEDULE 07 – REFERENCES**

The bidders shall provide two (2) references for completed projects in the past three (3) years of similar nature and scope (each project must be of a value of minimum of R500 000 or higher in building restoration). The projects details must be provided in table below in this schedule. Any information that is not provided in the table will lead to the contractor to be disqualified. The contact information of referee must be either a Client, Principal Agent, or Project Manager for the completed work.

It should be noted that the contractor must ensure that the referees they have enlisted below are contactable and will give a positive reference. For if the referee is not reachable it will be taken as a negative reference, and any negative references will lead to disqualification.

No.	Employer	Name of contact Person	Email Address	Contact Number	Nature of works	Value of works	Date of Completion
1.							
2.							

SIGNED ON BEHALF OF BIDDER: .....

**SCHEDULE 08 – PROPOSED WARRANTY/GUARANTEE**

No specific requirement, however the bidder is referred to Section 16.7 page 12 in the JBCC Minor Works Agreement for the requirements pertaining to guarantees and warranties to this contract.

SIGNED ON BEHALF OF BIDDER: .....

**SCHEDULE 09 – COMPANY RESOURCES AND KEY TEAM MEMBERS**

The appointed bidder shall provide a fulltime general foreman onsite with an experience of ten (10) years minimum. The CV of the foreman shall be supplied before site handover to be approved the by Principal Agent. If the proposed foreman is not approved, the bidder shall be required to source another until approval is granted by the Principal Agent.

SIGNED ON BEHALF OF THE TENDERER.....



## **SCHEDULE 10 – WORK PLAN AND PROPOSED METHODOLOGY**

Bidders are to provide a written work plan demonstrating how they intend to execute the works from initial site set-up right through to final certification of the works. Bidders to include a detailed works programme in a bar chart format illustrating the dependencies between the various activities. Bidders are referred to table below which indicates the maximum possible score for information requested under this schedule.

8.1	Construction Programme and Technical Approach	100
8.1.1.	<p>Preliminary Programme of Works</p> <p>The bidder shall attach a preliminary programme, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for the contract, to this page.</p> <p>This programme shall be in the form of a bar chart (Gant chart) Or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hour shall be indicated.</p> <p>The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.</p> <ul style="list-style-type: none"> <li>• Demonstrates a comprehensive project programme (50 points)</li> <li>• Demonstrates a sufficient project programme (25 points)</li> <li>• Demonstrates a partial project programme (10 points)</li> <li>• None (0 points)</li> </ul>	50
8.2.1.	<p>Method Statement Showing an understanding this Contract</p> <ul style="list-style-type: none"> <li>• Demonstrates a full and comprehensive methodology plan (50 points)</li> <li>• Demonstrates a sufficient methodology plan (25 points)</li> <li>• Demonstrates a partial methodology plan (10 points)</li> <li>• None (0 points)</li> </ul>	50

Preliminary Programme:

A COMPREHENSIVE Programme will include:

- All activities listed from appointment, lead-in, documentation planning, site establishment, enablement, hoardings, construction work, floor fit-out work in detail.
- All activities are clearly referenced and linked (dependencies shown)
- Programme reflects the key aspects of the works chronologically
- Programme reflects a critical path
- Programme complies with overall start and completion dates
- Programme clearly reflects completion of the services
- BENEFICIAL OCCUPATION requirement.

A SUFFICIENT Programme will include:

- Programme reflects chronological detail of the works on site
- Programme complies with overall start and completion dates
- Programme clearly reflects completion of services

A PARTIAL Programme:

- Does not reflect the above information clearly or omits key information.

**NOTE: THE PROGRAMME IS MERELY FOR EVALUATION AND WONT BE CONTRACTUAL BIDDING ON BOTH PARTITIES**

Method Statement

A COMPREHENSIVE Method Statement will include:

- Narrative picks up on all key work streams related to appointment, lead-in documentation, site establishment, site enablement, erection of hoardings, construction work, fit-out work in detail.
- Method statement provides a narrative of the Contractor's intent.
- Method Statement refers to material handling and plant requirements on site
- Method Statement refers to site logistics (deliveries, access times)

A SUFFICIENT Method Statement will include:

- Method statement provides a narrative of the Contractor's intent.
- Method Statement refers to material handling and plant requirements on site

A PARTIAL Method Statement will include:

- Does not reflect the above information clearly or omits key information.

SIGNED ON BEHALF OF BIDDER: .....

**SCHEDULE 11 – BBEE CERTIFICATE**

Attach Valid BEE Verification Certificate (Certified copy will be accepted) to this page.

Notes to bidder:

1. The bidder shall attach to this form a valid original or original certified copy of the B-BBEE Verification certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry.
2. In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in The name of the JV shall be attached, as well as a valid B-BBEE verification certificate for each member of the JV.
3. The attached verification certificate and the associated assessment report shall identify:
  - (a) The name and domicile city and et executant of the bidder.
  - (b) The registration and VAT number of the bidder.
  - (c) The dates of granting of the B-BBEE score and the period of validity.
  - (d) The expiry date of the verification certificate.
  - (e) A unique identification number.
4. The Employer will not be responsible to acquire data that it needs for its own reporting Systems and which may not form part of a verification agency's standard certificate format.

The bidder, at its own cost, must acquire any missing specified data listed in 3 above from its selected verification agency or registered auditor and has it recorded on the certificate.

Alternatively, such missing data must be supplied separately, but certified as correct by the Same verification agency or registered auditor and also attached to this form.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder: \_\_\_\_\_

**SCHEDULE 12 – CONTRACT OFFER**

I/We.....  
(Name of individual, partnership, CC or company)

Identity number: .....  
(For individuals and partnerships only)

Registration number:.....  
(For CCs and companies only)

Date of incorporation:.....  
(For CCs and companies only)

Of : .....  
.....  
.....  
(Business Address)

Telephone number (.....).....Work (.....).....

Carrying on business under the title of:  
.....  
(Name of business)

Represented by  
.....  
(Name of representative)

In his/her capacity as:  
.....  
(Capacity of representative)

Being duly authorized by a resolution of the Board of Directors / Certificate of Partnership, as the case may be, dated .....; a certified copy of which is attached to these documents (for companies and partnerships only).

I/We hereby offer to undertake and perform the services herein described in the RFB terms and conditions at the price quoted per annum or the stipulated period in our attached comprehensive price schedule.

I/We further accept that if, after I/We have been notified of the acceptance of my/our offer,

I/We fail to enter into a formal contract or fail to furnish any necessary documentation then CPUT reserves the right to cancel the contract and recover any damages, including but not limited to consideration which may be been paid for the execution of the work.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2019

**WITNESSES:** . \_\_\_\_\_

## **SCHEDULE 13 – DECLARATION OF INTEREST**

1. Any legal person, excluding persons employed by Cape Peninsula University of Technology (CPUT), or persons having a kinship with persons employed by the CPUT, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes a price Bid, advertised competitive Bid, limited Bid or proposal).

In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the CPUT, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where –

- the Bidder is employed by the CPUT; and/or
- the legal person on whose behalf the Bid document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the Bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the Bid.**

- |     |  |                      |
|-----|--|----------------------|
| 2.1 | Full Name of Bidder or his or her Representative:                                | <input type="text"/> |
| 2.2 | Identity Number:   | <input type="text"/> |
| 2.3 | Position occupied in the Company (director, trustee, shareholder <sup>1</sup> ): | <input type="text"/> |
| 2.4 | Company Registration Number:   | <input type="text"/> |
| 2.5 | Tax Reference Number:  | <input type="text"/> |
| 2.6 | VAT Registration Number:   | <input type="text"/> |

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

<sup>1</sup> “Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- |     |   |                                       |
|-----|---|---------------------------------------|
| 2.7 | Are you or any person connected with the Bidder presently employed by the CPUT? | <input type="text" value="YES / NO"/> |
|-----|---|---------------------------------------|

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder / members:

Name of CPUT Department / Division at which you / the person connected to the Bidder is employed:

Position occupied in the CPUT institution:

Any other particulars:


2.8 If you are presently employed by the CPUT, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.8.1 If yes, did you attach proof of such authority to the Bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid). YES / NO

2.8.2 If no, furnish reasons for non-submission of such proof:  

2.9 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the CPUT in the previous twelve months? YES / NO

2.9.1 If so, furnish particulars:  

2.10 Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the CPUT and who may be involved with the evaluation and or adjudication of this Bid? YES / NO

2.10.1 If so, furnish particulars:  

2.11 Are you, or any person connected with the Bidder, aware of any relationship (family, friend, other) between any other Bidder and any person employed by the CPUT who may be involved with the evaluation and or adjudication of this Bid? YES / NO

2.11.1 If so, furnish particulars:  

2.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are Quoting for this contract? YES / NO

2.12.1 If so, furnish particulars:

**3. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS**

Full Name/s	Identity Number	Personal Tax Reference Number	Personnel Number

**4. DECLARATION**

I, THE UNDERSIGNED  
(FULL NAME/S)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE CPUT MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

**SIGNATURE**

**DATE**

**NAME OF BIDDER**

**POSITION**

## **SCHEDULE 14 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document (SBD) must form part of all Bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Bidding (or Bid rigging).<sup>2</sup> Collusive Bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. The Procurement policy authorises the SCM section (which will include all persons delegated with authority in terms of the Procurement policy section (page 6 of 28)) of the CPUT to:
  - 3.1 Disregard the Bid of any Bidder if that Bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - 3.2 Cancel a contract awarded to a Bidder of goods and services if the Bidder committed any corrupt or fraudulent act during the Bidding process or the execution of that contract.
4. This document serves as a declaration that would be used by institutions to ensure that, when Bids are considered, reasonable steps are taken to prevent any form of Bid rigging.
5. In order to give effect to the above, the attached must be completed and submitted with the Bid.

<sup>1</sup> Includes price quotations, advertised competitive Bids, limited Bids and proposals.

<sup>2</sup> Bid rigging (or collusive Bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



**SCHEDULE 14 (Continued)**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying Bid:

[Empty box for Bid Number and Bid Description]

**(Bid Number and Bid Description)**

in response to the invitation for the Bid made by:

**CAPE PENINSULA UNIVERSITY OF TECHNOLOGY (CPUT)**

**(Name of Institution)**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

[Empty box for Name of Bidder]

that:

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the Bidder to sign this Certificate, and to submit the accompanying Bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying Bid has been authorised by the Bidder to determine the terms of, and to sign the Bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" will include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
  - 5.1 Has been requested to submit a Bid in response to this Bid invitation;
  - 5.2 Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
  - 5.3 Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder.
6. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partner in a joint venture or consortium<sup>3</sup> will not be construed as collusive Bidding.

Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - 7.1 prices;

- 7.2 Geographical area where product or service will be rendered (market allocation);
  - 7.3 Methods, factors or formulas used to calculate prices;
  - 7.4 The intention or decision to submit or not to submit, a Bid;
  - 7.5 The submission of a Bid which does not meet the specifications and conditions of the Bid; or
  - 7.6 bidding with the intention not to win the Bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

**SIGNATURE**

**DATE**

**NAME OF BIDDER**

**POSITION**

**SCHEDULE 15 - DETAILS OF BIDDER'S NEAREST OFFICE (WESTERN CAPE)**

INFORMATION REQUIRED	DETAILS TO BE COMPLETED
Physical address of nearest office:	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
Telephone number of nearest office:	<p>.....</p> <p>.....</p>
Time period for which the nearest office has been used:	<p>.....</p> <p>.....</p>
Is the office leased or owned?	<p>.....</p> <p>.....</p>

NB: The bidders shall receive a total of ten (10) points if the offices nearest offices are in Western Cape, Cape Town Region.

SIGNED ON BEHALF OF BIDDER: .....

**SCHEDULE 16 – APPOINTMENT OF CPUT STUDENT (TRAINING AND INTERNSHIP)**

Not applicable

SIGNED ON BEHALF OF BIDDER: .....

**SCHEDULE 17 – RECORD OF ADDENDA TO BID DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer:

	Date	Title or Details

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder \_\_\_\_\_

**SCHEDULE 18 – PROPOSED AMENDMENTS AND QUALIFICATIONS**

The Bidder should record any deviations or qualifications he may wish to make to the Bid documents in this Returnable Schedule. Alternatively, a bidder may state such deviations and qualifications in a covering letter to his Bid and reference such letter in this schedule.

The Bidder’s attention is drawn to clause F.3.8 of the CIDB Standard Conditions of Bid referenced in the Bid Data regarding the employer’s handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder \_\_\_\_\_

**SCHEDULE 19 - FORM OF INDEMNITY (DESIGN RESPONSIBILITY FOR SPECIALIST WORKS)**

Project Name: .....

Bid for (description of work) .....

I/We, the undersigned, hereby:

1. Warrant and undertake unto and in favour of the Employer, the Architect, the Engineer and the Contractor that:
  - (a) I/We, insofar as the Sub-contract works relating to my/our foregoing Bid have been or will be designed by me/us, have exercised and shall exercise due and proper skill and care in such design; and
  - (b) I/We, insofar as any part of the materials or goods for the Sub-contract works relating to my/our foregoing Bid have been or will be selected by me/us, have exercised and shall exercise due and proper skill and care in such selection of materials or goods; and
  - (c) I/We, shall comply with and satisfy any performance specification or requirement insofar as such performance specification or requirement is included or referred to in my/our foregoing Bid; and
2. Undertake and shall be obliged to pay and make good to the Employer all damages which the Employer may suffer as a result of my/our non-compliance with the warranties as set out in paragraph 1 above; and
3. Indemnify the Architects, the Engineer and the Contractor and hold them blameless and free of claims and proceedings of whatsoever nature, instituted against them or any one or more of them by any person whatsoever (including the Employer) in respect of or arising from the design of the Sub-contract works relating to my/our foregoing Bid, insofar as such design has or shall be made by me/us, or from the use of any materials or goods for the Sub-contract work relating to my/our foregoing Bid, insofar as such materials or goods have been or shall be selected by me/us, or from my/our failure to comply with and satisfy any performance specification or requirement as is included or referred to in my/our foregoing Bid.

For purposes of this Warranty and Indemnity the terms Employer, Architect, Engineer and Contractor shall mean the persons indicated as such under the heading GENERAL INFORMATION in the foregoing Bid document and in the event of:

- (1) No Engineer being appointed by the Employer, all references to the Engineer in the Warranty and Indemnity shall for all purposes be deemed to be deleted; and
- (2) No Contractor being indicated as aforesaid, the term Contractor shall mean the person or firm to be appointed by the Employer as Contractor

Except to the extent as set out in this Warranty and Indemnity, nothing herein contained shall create any private of contract between the Employer and myself/ ourselves. This Warranty and Indemnity shall become of force and effect in the event of my/our foregoing Bid being accepted by the Contractor with or without any modification, and shall in such an event for all purposes be deemed to have been accepted by the Employer, the Architect, the Engineer and the Contractor.

Date .....

Signature .....

Name of Signatory .....

Name of firm represented by signatory .....

.....

.....

.....

.....



**SCHEDULE 20 - DECLARATION OF COST CONTROL**

The bidder's attention is directed to the following cost control procedures which are to be implemented and strictly adhered to on this contract.

Bidders are advised to take cognisance of the Notes to Bidders and Preliminaries Applicable to the Main Contractor, as no claims arising out of his failure to comply with the aforesaid will be entertained.

The successful bidder will be required to notify the quantity surveyor, timeously (within fourteen (14) calendar days) of any or all variations, with their associated cost implications. **VARIATIONS NOT APPROVED BY THE QUANTITY SURVEYOR WILL NOT BE PAID FOR.**

Where applicable, variation meetings will be held at stipulated dates (preferably on a monthly basis) in order to assess the nature and implications of any variations. (Dates and times will be advised by the quantity surveyor).

Valuation for payment claims as submitted to the main contractor or submitted by the main contractor, shall be broken down in sufficient detail to assist the quantity surveyor in the evaluation thereof.

The successful bidder will be required to submit a projected Final Account on a monthly basis (with his payment claim) reflecting variations, if any, at that particular stage of the contract.

**DECLARATION**

I/We ..... the undersigned of .....

in my / our capacity as .....do hereby accept to implement the

aforesaid cost control procedures to ensure budgetary control.

Signature: .....

Date: .....

This declaration is to be signed and submitted together with the Form of Bid. Failure to do so will render the Bid incomplete and the bidder will be disqualified.

**SCHEDULE 21 - FORM OF BID**

Dear Sir/Madam

I/We the undersigned, are willing to contract for, perform and complete the whole of the works required to be done for the **(project name)**

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---

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for the sum of:

R \_\_\_\_\_

(in words) \_\_\_\_\_

\_\_\_\_\_ (including Value Added Tax)

Made up as follows:

Sub-Total	R _____
Value Added Tax (15%)	R _____
<b>TOTAL</b>	R _____

I/We undertake to enter into a Contract and to complete the various sections and the whole of the works within the time and under the penalties as set out in the Schedule of Quantities.

And I/We further undertake that this offer shall not be amended or withdrawn for and during forty-five days from the date of which it is to be lodged and that it may be accepted at any time during the said period of forty-five days.

Should I/We withdraw this bid during the said period of ninety days, or if, when notified that this bid has been accepted, I/We fail within the said period of ninety days, or such extended period as the Architect may allow, to sign a contract in terms of this bid, I/We will pay to the CPUT any additional expense incurred by him in having to call for fresh bids, and/or in having to accept any less favourable bid.

The CPUT does not bind himself to accept the lowest, or any, or portion of any bid, nor to give any reason for the rejection of any bid or portion of any bid. We enclose herewith the following supporting or explanatory documents:

1.0 Drawings \_\_\_\_\_

2.0 Other (specify) \_\_\_\_\_

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE No: \_\_\_\_\_

FAX No: \_\_\_\_\_

DATE: \_\_\_\_\_

SEALED BIDS TO BE ENDORSED:

**APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR WITH A CIDB RATING OF 2 GB OR HIGHER FOR THE RESTORATION OF VARIOUS BUILDINGS ON THE DISTRICT SIX AND MOMBRAY CAMPUSES**

AND TO BE DELIVERED TO THE OFFICES OF:

**CAPE PENINSULA UNIVERSITY OF  
TECHNOLOGY (BELLVILLE CAMPUS)  
SYMPHONY WAY  
NORMAN OFFICES  
PROCUREMENT OFFICES**

**SCHEDULE 22 - RETURNABLES CHECKLISTS**

ITEM	DESCRIPTION	INCLUDED
<b><u>Phase 01 - Mandatory Administrative Criteria</u></b>		
1	Bidder Information	<input type="checkbox"/>
2	Duly completed original bid document and two copies	<input type="checkbox"/>
3	Schedule 01 - Proof of Payment	<input type="checkbox"/>
4	Schedule 02 – Site Inspection Register	<input type="checkbox"/>
5	Schedule 03 - CIDB with the minimum grading of 2 GB	<input type="checkbox"/>
6	Schedule 04 – Company Registration	<input type="checkbox"/>
7	Schedule 05 - Letter of Good Standing	<input type="checkbox"/>
8	Schedule 06 - Valid Tax Certificate	<input type="checkbox"/>
9	Schedule 07 – Reference Letters	<input type="checkbox"/>
<b><u>Phase 02 – Functionality</u></b>		
10	Schedule 09 - Company Resources and Key Team Members	<input type="checkbox"/>
11	Schedule 10 - Work Plan and Proposed Methodology	<input type="checkbox"/>
12	Schedule 15 - Details of bidders nearest office (Western Cape)	<input type="checkbox"/>
<b><u>Phase 03 - Price and BBBEE Scoring</u></b>		
12	Schedule 11 - BBBEE Certificate	<input type="checkbox"/>
13	Schedule 21 - Form Of Bid	<input type="checkbox"/>
14	Section 03 – Form of Offer & Acceptance	<input type="checkbox"/>
15	Section 05 – Contract Data	<input type="checkbox"/>
16	Section 08 – Priced Bills of Quantities	<input type="checkbox"/>
<b><u>Other documents for Bid Evaluation</u></b>		
17	Schedule 08 – Proposed Warranty/Guarantee	<input type="checkbox"/>
18	Schedule 12 - Contract Offer	<input type="checkbox"/>
19	Schedule 13 - Declaration of Interest	<input type="checkbox"/>
20	Schedule 14 - Certification of independent bid determination	<input type="checkbox"/>
21	Schedule 16 – Appointment of CPUT Student	<input type="checkbox"/>

22	Schedule 17 - Record of Addenda to Bid document	<input type="text"/>
23	Schedule 18 - Proposed Amendments and Qualifications	<input type="text"/>
24	Schedule 19 - Form of Indemnity (Design Responsibility)	<input type="text"/>
25	Schedule 20 – Declaration of Cost Control	<input type="text"/>
26	Section 06 – Occupational Health and Safety Agreement	<input type="text"/>
27	Schedule 22 - Returnable Schedule	<input type="text"/>

**SECTION 3**  
**FORM OF OFFER & ACCEPTANCE**

**OFFER**

CPUT has solicited offers to enter into a contract for the procurement of:

**Contract:** \_\_\_\_\_

The Contractor, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices is as indicated in Schedule 21 Form of Bid in the Bid Document, under Section 2 Returnable Documents.

This offer may be accepted by CPUT by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the contractor before the end of the period of validity stated in the contract data, whereupon the contractor becomes the party named as the contractor in the conditions of contract identified in the contract data.

**For the Contractor:**

Signature(s): .....

Name(s): .....

Capacity: .....

Name of The Service Provider: .....

Address of The Service Provider:

.....  
.....

Name of Witness: .....

Signature of Witness: ..... Date: .....

## **ACCEPTANCE**

By signing this part of this form of offer and acceptance, CPUT accepts the contractor's offer. In consideration thereof, CPUT shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the contractor's offer shall form an agreement between the CPUT and the contractor up the terms and conditions contained in this agreement and in the contract that is subject of this agreement.

The terms of the contract, are contained in:

Section 01: CPUT Conditions of Bid; Section 02: Returnable Documents; Section 03: Form of Offer and Acceptance; Section 04: Conditions of Contract; Section 05: Contract Data; Section 06: Occupational Health and Safety Agreement; Section 07: Pricing Data; Section 08: Scope of Work; Section 09: Site Information,

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and CPUT during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the CPUT agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now) within five working days of the date of such receipt notifies CPUT in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.





**For the CPUT:**

Signature(s): .....

Name(s): .....

Capacity: Vice Chancellor

**For the Cape Peninsula University of Technology**

Address: Bellville Campus, Symphony Way, Bellville South, 7535

Name of Witness: .....

Signature of Witness: ..... Date: .....

## SCHEDULE OF DEVIATIONS

Note:

- The extent of deviations from the tender documents issued by the Procuring Department prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
- In the event of conflict between the contents of this Schedule of Deviations and any other list or record of tender stage amendments or addenda, this Schedule shall take precedence.

	SUBJECT	DETAILS
1		
2		
3		
4		
5		
6		

By affixing the signatures of the duly authorised representatives below, the Procuring Department and the tenderer both agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any changes to the terms of the Offer agreed by the tenderer and the Procuring Department during this process of Offer and Acceptance.

It is expressly agreed that no information, documentation or communication not listed in the Schedule of Deviations shall have any meaning or effect in the contract between the parties arising from this Agreement.

**For the Contractor:**

Signature(s): .....

Name(s): .....

Capacity: .....

Name of The Service Provider: .....

Address of The Service Provider:

.....  
.....

Name of Witness: .....

Signature of Witness: ..... Date: .....

**For the CPUT:**

Signature(s): .....

Name(s): .....

Capacity: Vice Chancellor

**For the Cape Peninsula University of Technology**

Address: Bellville Campus, Symphony Way, Bellville South, 7535

Name of Witness: .....

Signature of Witness: ..... Date: .....

**CONFIRMATION OF RECEIPT**

The contractor identified in the offer part of this agreement hereby confirms receipt from CPUT, identified in the acceptance part of this agreement, of one fully completed original copy of this agreement, including the schedule of deviations (if any) today:

Signed at: ..... Date: .....

**For the Contractor:**

Signature(s): .....

Name(s): .....

Capacity: .....

Name of The Service Provider: .....

Address of The Service Provider:

.....

.....

Name of Witness: .....

Signature of Witness: ..... Date: .....

**SECTION 4**  
**CONDITIONS OF CONTRACT**

## CONDITIONS OF CONTRACT

The Joint Building Contracts Committee (JBCC) Minor Works Agreement 5.2 Ed May 2018 prepared by the Joint Building Contracts Committee shall be the applicable building agreement. The JBCC Principal Building Agreement contract data form an integral part of this agreement.

Copies of these conditions of contract are obtainable from JBCC constituent members' regional offices in South Africa listed on the JBCC web page. The JBCC does not sell directly, but may be contacted at JBCC, PO Box 3137, Houghton, 2041, Johannesburg, RSA; Tell: 086 100 5222 or 011 482 3102; Fax: 086 542 5222 or 011 482 4299; Email: [info@jbcc.co.za](mailto:info@jbcc.co.za); or

Copies of the JBCC Principal Building Agreement are available for inspection and scrutiny at CPUT offices.

The JBCC Principal Building Agreement make several reference to the contract data for specific data, which together with these conditions collectively describe the risks, liability and obligations of the contract parties and the procedures for the administration of the contract. The contract data shall have precedence in the interpretation of any ambiguity or inconsistency between it and Principal Building Agreement. The contract data, when completed and submitted by the contractor becomes the form of tender. Where the contractor is appointed, the contract document comprises the signed JBCC Minor Works Agreement, this completed contract data, the priced document, drawings and other listed documents.

JBCC Principal Building Agreement shall be read in conjunction with the variations, amendments and additions set out in the Annexure D (Preliminaries) and Section 5 (Contract data). The documents forming the contract are to be taken as mutually explanation of another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- i. Section 01: CPUT Conditions of Bid,
- ii. Section 02: Returnable Documents,
- iii. Section 03: Form of Offer and Acceptance
- iv. Section 04: Conditions of Contract (The JBCC Minor Works Agreement 5.2 Ed May 2018),
- v. Section 05: Contract Data (The JBCC Minor Works Agreement 5.2 Ed May 2018),
- vi. Section 06: Occupational Health and Safety Agreement,
- vii. Section 07: Pricing Data,
- viii. Section 08: Scope of Work, and
- ix. Section 09: Site Information

If any ambiguity or discrepancy is found in the document, the Principal Agent shall issue necessary clarification or instruction.

**SECTION 5**  
**CONDITIONS OF CONTRACT**



## A. PROJECT INFORMATION

### A1.0 Works [1.1]

Project name	Restoration of _____
Reference number	
Work description	Restoration of _____

### A 2.0 Site [1.1]

Erf/ stand number	
Township/ suburb	Cape Town
Site address	District Six Campus, Corner of Hanover & Tennis Street, Cape Town, 8000
Local authority	City of Cape Town

### A 3.0 Employer [1.1]

Name	Cape Peninsula University of Technology		
Legal entity of above		Contact person	Manelisi Rarani
Business registration number	18/11/7/261	Telephone number	021 959 6088
VAT/ GST number	4040164487	Mobile number	082 419 7052
Country	South Africa	E-mail	<a href="mailto:raranim@cput.ac.za">raranim@cput.ac.za</a>
Postal address	P O Box 1906, Bellville		
		Postal code	7535
Physical address	Symphony way, Bellville		
		Postal code	7535

### A 4.0 Principal agent [1.1; 5.1]

Name	Cape Peninsula University of Technology		
Legal entity of above	18/11/7/261	Contact person	Manelisi Rarani
Practice number	N/A	Telephone number	021 959 6088
		Mobile number	082 419 7052
Country	South Africa	E-mail	raranim@cput.ac.za
Postal address	P O Box 1906, Bellville		
		Postal code	7535
Physical address	Symphony way, Bellville		
		Postal code	7535

**A 5.0 Agent [1.1;5.2]**

Discipline		Quantity Surveyor	
Name	Quantity Surveying solution		
Legal entity of above		Contact person	Niel Leach
Practice number		Telephone number	(021) 448 4186
		Mobile number	084 611 224
Country	South Africa	E-mail	niel@qs-solutions.co.za
Postal address		Postal code	
Physical address	4 <sup>th</sup> Floor De Waal house 172 Victoria Road Woodstock		
	Cape Town	Postal code	7915

**A 6.0 Agent [1.1;5.2]**

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

**A 7.0 Agent [1.1;5.2]**

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

**A 8.0 Agent [1.1;5.2]**

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	



**B 5.0 Employer's agents [5.0]**

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [5.2]

NONE

Principal agent's and agents interests or involvement in the works other than a professional interest

NONE

**B 6.0 Insurance [8.0]**

Insurance by employer	Amount including tax	Deductible amount including tax
Contract with insurance:		
	New works [8.2.1] contract sum or amount	
	Works with alterations and additions [8.2.1] (reinstatement value of existing structure with or including new works	
OR	Direct contractors [13.0] where applicable, to be included in the contract works insurance	
	Free issue [10.1.12] where applicable, to be included in the contract works insurance	
	Escalation, professional fees and reinstatement costs if not included above	
The total of the above contract works insurance amount		
Supplementary insurance [8.2.2]		
Public liability insurance [8.2.4]		
Other insurances [8.2.5]		
Yes/No?	If yes description	
Yes/No?	If yes description	

**B 7.0 Obligation of the employer [10.1]**

Existing premises will be use and occupied [10.1.3]	Yes/ No	Yes
If yes description	The building will be occupied by staff and students, except for the area of works.	
Restriction of working hours [10.1.3]	Yes/ No	Yes

If yes description	During classes, which end at the end of November and resume in February, the contractor shall be prohibited from executing work that will result in noise from 9am to 5pm.	
Natural features and known services to be preserved by the contractor [10.1.4]	Yes/ No	No
If yes description		
Restriction to the site or areas that the contractor may occupy [10.1.5]	Yes/ No	Yes
If yes description	Contractor is restricted to areas outside the scope of works.	
Supply of free issue [10.1.12]	Yes/ No	No
If yes description		

### B 8.0 Direct contractors [13.0]

Extent of work [10.1.13]	NONE
Extent of work [10.1.13]	NONE
Extent of work [10.1.13]	NONE
Extent of work [10.1.13]	NONE
Extent of work [10.1.13]	NONE

### B 9.0 Possession of site [10.16] practical completion [15.0:17.0] and penalties [18.0]

Practical completion for the works as whole	Intended date of possession of the site[10.1.5]	Period inspection by the principal agent [15.3]	Date for practical completion[15.1.1]	Penalty[15.1]
	Date	Working days	Date	Penalty amount per calendar day
	Within 3 days after the contract has been signed by both parties	5 days	2 months after the date of possession of site by the contractor	R5000

### Criteria to achieve the practical completion not covered in the definition of **practical completion**

N/A

### B 10.0 Payment [19.0]

Date of month for issue of regular payment certificate [19.2]	25 <sup>th</sup> of the month
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### B 11.0 Dispute resolution [22.0]

Adjudication [22.5.1] Name of nominating body	Association of arbitrator
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Application rules for adjudication [22.5.2]	Current at time of tender
Arbitration [22.6.4]	Association of arbitrator
Name of nominating body	
Application rules for adjudication[22.6.5]	Current at time of tender

### B 12.0 JBCC general preliminaries- selections

Provisional rule of quantities[P2.2]	Yes/ No?	Yes	
Availability of construction information[P2.3]	Yes/ No?	Yes	
Previous work – dimensional accuracy – details[P3.1]	N/A		
Previous work – defects- details[P3.2]	N/A		
Inspection of adjoining properties – details[P3.3]	N/A		
Handover of site in stages – specific requirements[P4.1]	No		
Enclosure of the works – specific requirements[P4.2]	No		
Geotechnical and other investigations – specific requirements[P4.3]	No		
Existing premises occupied – details[P4.5]	Yes		
Services- known- specific requirements [P4.6]	Yes		
Water[P8.1]	By contractor	Yes/ No?	No
	By employer	Yes/ No?	Yes
	By employer - metered	Yes/ No?	
Electrical[8.2]	By contractor	Yes/ No?	
	By employer	Yes/ No?	Yes
	By employer- metered	Yes/ No?	
Ablution and welfare facilities[P8.4]	By contractor	Yes/ No?	
	By employer	Yes/ No?	
Communication facilities – specific requirements			
Protection of the works – specific requirement[11.1]			
Protection / isolation of existing works and works occupies in section – specific requirements [111.2]			
Disturbance – specific requirements [P11.5]			

Environmental disturbance – specific requirements [P11.6]	
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**B 13.0 changes made to JBCC documentation**

Reference may be made to other documents forming part of this agreement

**C TENDER CLOSING**

Tender closing date	28 November 2019	Time	11am
Tender submission address	Cape Peninsula University of Technology, Bellville Campus, Symphony Road Procurement Offices, Norman Building,		
Tender may be submitted by e-mail	No	e-mail	N/A

**TENDERER’S SELECTION**

**D 1.0 Securities [9.0]**

Guarantee for construction: select option A or  B

Option A	Guarantee for construction (variable) by contractor [9.1.1]
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Option B	Payment reduction [9.1.2]
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Guarantee for payment by employer [9.2]	amount	
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Advance payment, subject to a guarantee for advance payment [9.4]	amount	
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**D 2.0 Contractors annual holiday period during the construction period**

Year 1 contractors annual holiday period	Start date		End date	
Year 2 contractors annual holiday period	Start date		End date	
Year 3 contractors annual holiday period	Start date		End date	

**D 3.0 Payment of preliminaries [19.0]**

Select option A or  B where the contractor does not select an option, option A shall apply

Where the total amount of preliminaries is not identified (in a lump sum contract) it shall be taken as 7.5% (seven and a half per cent) of the contract sum. Excluding contingency sums, and any provision for contract price adjustment (cost fluctuation)

Option A	Assessed by the principal agent, an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum shall excluded the amount of preliminaries. Contingency sum(s) and any provision for contract progress of the works price adjustments cost fluctuations) shall be excluded for the calculation of the p
----------	--

Option B	An amount agreed by thee principal agent and the contractor in terms of the bills of quantities of the priced document to identify an initial establishment Charge, a time based charged and a final disestablishment charge. Payment of the time based charge shall be adjusted from time to time as may be necessary to take into account the progress of the works
----------	--

**D 4.0 adjustment of preliminaries [20.6.3]**

Select option A or B where the contractor does not select an option, option A shall apply  
 The amount of preliminaries shall be adjusted to take account of the effect of changes in time and/ or value on preliminaries. Such adjustment shall be based on the particulars provided by the contractor for this purpose in terms of option A or B, shall preclude any further adjustment of the amount of preliminaries and shall apply notwithstanding the actual employment of resources by the contractor in the execution of the works

For the adjustment of preliminaries both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for contract price adjustment (cost fluctuation)

Where the total amount of preliminaries is not identified (in a lump sum contract) it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum, and any provision for contract price adjustment (cost fluctuation)

Option A	<p>The preliminaries shall be adjusted in accordance with allocation of preliminaries amounts to be provided by the contractor within fifteen (15) working days of the date of acceptance of the tender as follows:</p> <ul style="list-style-type: none"> <li>- An amount which shall not be varied;</li> <li>- An amount varied in proportion to the <b>contract value</b> as compared to the contract sum</li> <li>- An amount varied in proportion to the number of calendar days' extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period</li> </ul> <p>Where the above mentioned information is not provided the following allocation of preliminaries amount shall apply;</p> <ul style="list-style-type: none"> <li>- ten percent (10%) shall not be varied</li> <li>- fifteen per cent (15%) shall be varied in proportion to the contract value as compared to the contract sum</li> <li>- seventy-five (75%) shall be varied in proportion to the number of calendar days' extension to the date of practical completion to which the contractor is entitled with an adjustment of the <b>contract value</b> as compared to the number of calendar days in the initial construction period</li> </ul> <p>where completion is a section is required the contractor shall provide an appointment of preliminaries per section. Should the contractor fail to provide the appointment of preliminaries per section the categories amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
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Option B	<p>The preliminaries shall be adjusted in accordance with a detailed breakdown of preliminaries amounts for the works or of a section to be provided by the contractor within fifteen (15) working days of possession of the site. Such breakdown shall inter alia include administrative and supervisory staff and charges for the use of construction equipment, all in terms of the program</p> <p>The adjustment of preliminaries shall be on the number of calendar days' extension to the date of practical completion to which the contractor is entitled with an adjustment of the <b>contract value</b> as compared to the number of calendar days in the initial construction period taking into account the resources planned for the period of construction during which the delay occurred (not for the period added to the initial or extended date for practical date for <b>practical completion</b>)</p> <p>Where the contractor does not provide the detailed breakdown of preliminaries within the period stated. Option A shall apply</p>
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**E FORM OF TENDER**

**E 1.0 Tenderer's details**

Name			
Legal entity of above		Contact person	
Business registration number		Telephone number	
VAT/GST number		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

**E 2.0 acceptance of tender condition**

By submission of this tender to the employer the tenderer offered and agrees to execute and complete the works and to remedy any defects in conformity with the specification for the tender amount stated

The tender shall remain in full legal force for forty-five (45) calendar days from the closing date of the tender. The tender accepts liability for loss or damages that may be suffered by the employer should the tender validity period not be honored

The lowest or any tender will not necessarily be accepted by the employer nor will reason be given for such a decision

**E 3.0 Tender amount compilation**

	Amount
Tenders' work excluding <b>tax</b>	
<b>Tax</b> 15%	
Total tender amount including <b>tax</b>	
Total tender amount including <b>tax</b> in words	

Signature	Tenderer who by signature hereto warrants authority	Place	
Name	Capacity	Date	

Signature	Witness	Place	
Name		Date	

**SECTION 6**  
**OCCUPATIONAL HEALTH AND SAFETY**  
**AGREEMENT**

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

Agreement made and entered into between Cape Peninsula University of Technology and  
..... (Contractor)

AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85  
OF 1993, AS AMENDED.

I, ....., representing  
....., do hereby

acknowledge that our company is an employer in its own right with duties as prescribed in the  
Occupational Health and Safety Act No. 85 of 1993, as amended and I agree to ensure that all work  
will be performed, machinery and plant used in accordance with the provisions of the said Act. I  
further more agree to comply with all other relevant legislation while providing a service to the Cape  
Peninsula University of Technology.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all  
registration and assessment monies due to the Compensation Commissioner have been fully paid or  
that I/we are insured with approved licensed compensation insurer.

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

I acknowledge having received the necessary induction / training regarding the rules and regulations  
of the Cape Peninsula University of Technology. I will ensure that all our staff and subcontractors are  
properly informed and adhere to all the rules and regulations and relevant legislation while on the  
Cape Peninsula University of Technology premises. I will liaise with the person responsible, should I,  
for whatever reason, not be able to complete the task /project or perform in terms of this agreement.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational  
health and safety agreement separately, and that such comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety  
Conditions and undertaken to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

**For the Contractor:**

Signature(s): .....

Name(s): .....

Capacity: .....

Name of Service Provider: .....

Address of Service Provider:

.....

.....

Name of Witness: .....

Signature of Witness: ..... Date: .....

**For the CPUT:**

Signature(s): .....

Name(s): .....

Capacity: Vice Chancellor

**For the Cape Peninsula University of Technology**

Address: Bellville Campus, Symphony Way, Bellville South, 7535

Name of Witness: .....

Signature of Witness: ..... Date: .....

**SECTION 7**  
**PRICING INSTRUCTIONS**

## **PRICING ASSUMPTIONS**

- 1.1 The Contractor is paid an amount in accordance with the Price List equal to the lump sums of items which he has completed and an amount calculated by multiplying the quantity completed by the rate.
- 1.2 The contract is a lump sum form of contract where the works are listed and priced in the Price List. At each assessment date work carried out since the previous assessment date is identified from the items in the Price List and totalled to give the Price for Work Done to Date. Any change in final total of work done and the quantity stated for an item in the Price List is a compensation event.
- 1.3 If the Contractor is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.
- 1.4 Instructions to do work or how it is to be done are not included in the Price List but in the Works Information or Specification. The Price List is only a pricing document.
- 1.5 As the Contractor has an obligation to correct Defects and there is no compensation event for this, the lump sum Prices and rates must also include for the correction of Defects.
- 1.6 If the Contractor has decided not to identify or to price a particular item of work, it will be assumed that Contractor has included the cost to the Contractor of doing the work within the other Prices or rates.
- 1.7 There is no adjustment to the Price if the amount of work within that item later turns out to be different to that which the Contractor estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. The Prices tendered by the Contractor in the Price List are inclusive of everything necessary and incidental to Provide the Works in accordance with the Works Information or Specification, as it was at the time of tender, as well as correct any Defects.
- 1.8 The Contractor does not have to allow in his Prices for matters that may arise as a result of a compensation event.
- 1.9 The CPUT has identified the items that are to be priced in the Price List.
- 1.10 If the Contractor is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.
- 1.11 All prices include for supply, making, conveyance and delivery, offloading, storing, unpacking, hoisting, to all levels, labour setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, transport, temporary works, return of packings, establishment charges, scaffolding, overheads and profit and all other obligations.